

PURCHASE AND SALE AGREEMENT

As of this ____ day of April, 2013 (the "Effective Date"):

1. Parties and Mailing Addresses:

Trustees of the Supreme Council of the Ancient Accepted Scottish Rite of Free Masonry, a Massachusetts charitable corporation, having an address of 33 Marrett Road, Lexington, Massachusetts 02420 (the "SELLER"), agree to SELL and

The Town of Lexington, by and through its Board of Selectmen, having an address of 1625 Massachusetts Avenue, Lexington, Massachusetts 02420 (the "BUYER"), agrees to BUY, upon the terms set forth herein, the following described premises:

2. Description:

Land containing approximately 10 acres identified as "39 Marrett Road" (the "Property") on the plan attached hereto as Exhibit A (the "Sketch Plan"). The Property consists of portions of the properties identified on Lexington Assessor's Map 31 as Lots 63A and 63B.

For SELLER's title to the Property, see deed to SELLER dated April 29, 1968 and recorded with the Middlesex South Registry of Deeds in [Book 11498, Page 14].

3. Title Deed:

The Property is to be conveyed by a good and sufficient quitclaim deed running to BUYER, and said deed shall convey good and clear record and marketable title thereto, free from encumbrances, except

- (a) Provisions of existing building and zoning laws;
- (b) Any liens for municipal betterments assessed after the date of this Agreement; and
- (c) Easements, restrictions and reservations of record, so long as they do not interfere with BUYER's anticipated or proposed use of the Property.

The parties hereby acknowledge and agree that the restrictions to be placed on the Property as provided in Section 33 herein shall be permitted encumbrances on the Property.

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4. Purchase Price:

The agreed purchase price for the Property is Ten Million Nine Hundred Fifty Thousand (\$10,950,000.00) Dollars (the "Purchase Price"), of which

\$ 1,000.00 has been paid as a deposit this day (the "Deposit");

\$ 10,949,000.00 is to be paid at the time of delivery, acceptance and recording of the deed by wire transfer.

\$ 10,950,000.00 TOTAL

5. Time for Performance; Delivery of Deed:

Such deed is to be delivered at 10:00 A.M. on the 30th day of November 2013 (the "Closing Date") at the office of the Lexington Town Manager at 1625 Massachusetts Avenue, Lexington, Massachusetts 02420, provided BUYER and SELLER shall have the right to extend the Closing Date by up to thirty (30) days upon written notice to the other party not less than five (5) days prior to the Closing Date, and provided further that SELLER shall not be entitled to extend under this paragraph if it has already extended the Closing Date under Paragraph 7 herein. It is agreed that time is of the essence of this Agreement.

6. Possession and Condition of Property:

Full possession of the Property free of all tenants and occupants is to be delivered at the time of the delivery of the deed, the Property to be then in compliance with provisions of any instrument referred to in Paragraph 3 hereof.

7. Extension to Perfect Title or Make Property Conform:

If at the time for performance of this Agreement SELLER shall be unable to give title or to make conveyance, or to deliver possession of the Property, all as herein stipulated, or if at the time of the delivery of the deed the Property does not conform with the provisions hereof, as the case may be; (a) SELLER shall give written notice thereof to BUYER at least three (3) days before the time for the delivery of the deed, (b) SELLER shall use diligent, good faith efforts to remove any defects in title or to deliver possession as provided herein or to make the Property conform to the provisions hereof, and (c) upon the delivery of the notice mentioned above, the Closing Date shall be extended for a period of up to thirty (30) days, provided, however, that (d) such extension period shall be for as short a period as is required by SELLER to effect such necessary cure to the title or condition of the Property and (e) SELLER shall not be entitled, without BUYER's consent, to extend under this Paragraph 7 if it has already extended the Closing Date pursuant to Paragraph 5 herein. SELLER's diligent good faith efforts hereunder shall not require SELLER to expend more than \$54,750, exclusive of sums paid to discharge mortgages, monetary liens and/or municipal charges.

8. Failure to Perfect Title or Make The Property Conform:

If, at the expiration of the extended time provided in Paragraph 7 above, despite SELLER's diligent and good faith efforts, SELLER shall have failed so to remove any defects in title, deliver possession, or make the Property conform, as the case may be, all as herein agreed, then any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

9. BUYER's Election to Accept Title:

BUYER shall have the election, at either the original Closing Date or any extended Closing Date, to accept such title as SELLER can deliver to the Property in its then condition and to pay therefor the Purchase Price without deduction, in which case the SELLER shall convey such title to BUYER.

10. Acceptance of Deed:

The acceptance and recording of a deed by BUYER shall be deemed to be the full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

11. Use of Purchase Money to Clear Title:

To enable SELLER to make conveyance as herein provided, SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed or, with respect to institutional mortgages only, as soon as possible thereafter in accordance with applicable laws and conveyancing practices.

12. Deposit:

The Deposit made hereunder shall be held in escrow by the law firm of Anderson & Kreiger LLP (the "Escrow Agent") in accordance with the terms and conditions of this Paragraph 12 and the agreement affixed hereto as Exhibit B (the "Escrow Agreement").

13. BUYER's Default; Damages:

If BUYER shall fail to fulfill BUYER's agreements herein, all deposits made hereunder by BUYER shall be paid to SELLER as liquidated damages and this shall be SELLER's sole and exclusive remedy at law or in equity for any breach of this Agreement by the BUYER.

14. ANR or Subdivision Plan:

The boundaries of the Property are not consistent with the current record boundaries. In order to create a record lot for conveyance to BUYER, SELLER has obtained an endorsement of an "Approval Not Required" or ANR plan (the "ANR Plan") establishing the boundaries of the Property to be conveyed hereunder. Prior to or on the Closing Date, SELLER shall record the ANR Plan with the Middlesex South County Registry of Deeds. If, despite SELLER's diligent and good faith efforts, SELLER is unable to record the ANR Plan on or before the Closing Date, BUYER shall be entitled to terminate this Agreement. In the event of any such termination, all deposits under this Agreement shall be promptly returned to BUYER.

BUYER and SELLER agree that BUYER may elect to cause granite bounds to be set to delineate all or any portion of the Property prior to the Closing Date at BUYER's sole cost and expense.

15. Common Driveway and Parking Lot Easement:

Simultaneously with the closing of the conveyance of the Property, SELLER shall grant BUYER a perpetual, non-exclusive easement (the "Easement") appurtenant to the Property to use the common driveway and an area for a parking lot on SELLER's remaining property shown as "Shared parking and driveway access" on the sketch plan attached hereto as Exhibit C for access to and parking for the Property. The Easement shall be substantially in the form attached hereto as Exhibit D and made a part hereof, and the Easement shall be recorded with the Middlesex South Registry of Deeds at the time of closing.

16. Commander's House:

The parcel of land that includes the improvement known as the "Commander's House" (the "Commander's House"), consisting of approximately .5 acres, the boundaries of which shall be mutually agreed to by SELLER and BUYER in connection with SELLER's preparation, and BUYER's approval, of the ANR Plan (the "Commander's House Parcel"), shall remain in the ownership of SELLER and SELLER shall remain liable for payment of any real estate taxes lawfully assessed by the Town of Lexington or payment in lieu of taxes for the Commander's House Parcel.

BUYER and SELLER agree that BUYER shall have a right of first offer to purchase the Commander's House Parcel. Prior to the Closing Date, the parties will enter into a Right of First Offer for the Commander's House Parcel substantially in the form attached hereto as Exhibit E.

17. Intentionally Deleted.

18. Due Diligence Period:

BUYER shall have a due diligence period of ninety (90) days commencing on the Effective Date (the "Due Diligence Period") during which BUYER shall have full

opportunity to inspect, take measurements, conduct surveys, perform tests, show the Property to contractors, architects, surveyors, engineers and insurers, and make legal, engineering and other reviews or investigations of the Property, including, without limitation, title analysis, environmental site assessments, soil and groundwater tests, well drilling, percolation tests, property surveys, and evaluations of utilities.

Within ninety (90) days of the commencement of the Due Diligence Period (the "Title Review Period"), BUYER shall deliver written notice (the "Title Objection Notice") to the SELLER specifying any objections that BUYER may have to any title matters relating to the Property, including the area subject to the Easement as described in Paragraph 15. Promptly after the receipt of the Title Objection Notice, SELLER shall use diligent, good faith efforts to address any objections raised by BUYER to BUYER's reasonable satisfaction prior to the Closing Date. In the event that, despite SELLER's diligent and good faith efforts, SELLER cannot remove any objections as provided above prior to the Closing Date, SELLER's right to extend the closing as set forth in Paragraph 7 hereof shall automatically be waived for the matters identified in the Title Objection Notice and Buyer shall have the rights set forth in Paragraphs 8 and 9 hereof.

BUYER shall have the right to provide a supplementary Title Objection Notice at any time up to the Closing Date respecting those defects in title to the Property, including the area subject to the Easement, arising after the earlier date of BUYER'S title report or survey or the expiration of the Title Review Period.

SELLER shall cooperate with BUYER to give BUYER access to the Property during the Due Diligence Period. If any consent or approval with respect to any activities by BUYER is required of SELLER by law, at BUYER's discretion and expense, SELLER shall use reasonable good faith efforts to obtain all consents and approvals needed for BUYER to perform environmental monitoring, sampling and physical testing.

Prior to engaging in any test or investigation that could damage any portion of the Property, BUYER shall give SELLER three (3) business days' notice and the opportunity to have a representative or employee of SELLER present during such activity. BUYER shall use reasonable efforts to repair, at its sole cost and expense, any damage to the Property caused by such tests or investigations.

If BUYER is not satisfied in its sole judgment with any of the information obtained by BUYER while conducting the due diligence identified above (other than title objection issues that are controlled by the second and third paragraphs of this section as well as other relevant paragraphs of this Agreement), then BUYER shall have the right to terminate this Agreement by written notice to SELLER at any time or prior to 5:00 p.m. on the last day of the Due Diligence Period.

19. Title:

It is understood and agreed by the parties that the Property shall not be in conformity with the title provisions of this Agreement unless:

- A. All buildings, structures and improvements, including, but not limited to, any driveways, garages, fences, septic systems and all means of access to the Property, are located completely within the boundary lines of said Property and shall not encroach upon or under the property of any other person or entity (except for the Easement as provided in Paragraph 15 herein);
- B. No building, structure or improvement of any kind belonging to any other person or entity encroaches upon or under said Property;
- C. Title to the Property is insurable at normal title insurance premium rates, for the benefit of BUYER by a nationally-recognized title insurance company upon delivery from SELLER to BUYER of the deed contemplated by this Agreement and upon recordation of such deed, by an owner's title insurance policy (on the current ALTA form) insuring fee title in BUYER free from all exceptions other than those exceptions set forth in Paragraph 3 or elsewhere in this Agreement; and
- D. Certificates of Compliance for any outstanding Orders of Conditions pertaining to wetlands have been recorded or delivered for recording at closing.

20. Access:

In addition to BUYER's rights set forth in Paragraph 18, BUYER and its agents shall have the right of access to the Property prior to the Closing Date for the purpose of inspecting the condition of the Property.

21. Notices:

All notices required or permitted to be given hereunder shall be in writing and delivered by hand or sent by Federal Express or other recognized overnight delivery service or by facsimile (with proof of transmission):

in case of notice to SELLER, to: Trustees of the Supreme Council of the Ancient
Accepted Scottish Rite of Free Masonry
33 Marrett Road
Lexington, MA 02421
Attn: James Dill
Fax: 781.863.1833

with a copy to: Stephen M. Politi, Esq.
Engel & Schultz LLP
One Federal Street, Suite 2120
Boston, MA 02110
Fax: 617.951.0048

in case of notice to BUYER, to: Carl Valente
Town Manager
Town of Lexington
1625 Massachusetts Avenue
Lexington, MA 02420
Fax: 781.861.2921

with copies to: Ryan D. Pace and Stephanie B. Dubanowitz
Anderson & Kreiger LLP
One Canal Park, Suite 200
Cambridge, MA 02141
Tel: 617.621.6551
Fax: 617.621.6651

Any such notice shall be deemed given when so delivered by hand or, if sent by Federal Express or other recognized overnight delivery service, on the next business day after deposit with said delivery service, or if by facsimile (with proof of transmission), on the same business day.

22. REBA Standards:

Any matter or practice arising under or relating to this Agreement that is the subject of a title or practice standard of the Massachusetts Real Estate Bar Association shall be governed by such standard to the extent applicable, unless specifically provided otherwise in this Agreement.

23. Underground Fuel Storage Tanks:

SELLER warrants and represents that, to the best of SELLER's knowledge and belief, there are no underground fuel storage tanks on the Property. The provisions of this Paragraph 23 shall survive delivery of the deed.

24. SELLER'S Delivery of Property Documents:

SELLER acknowledges and agrees that it has delivered to BUYER (a) all environmental reports and assessments relating to the Property, (b) all geotechnical information relating to the Property, (c) all existing title documentation, (d) any existing surveys of the Property, and (e) other such documents and information in SELLER's control as BUYER has reasonably requested.

25. SELLER Delivery of Closing Documents:

SELLER shall cooperate with BUYER by executing, acknowledging, swearing to the truth of the contents and delivering such instruments as may reasonably and customarily be required by BUYER's title insurance company and/or BUYER's attorney in conjunction with the closing.

26. Extensions:

By executing this Agreement, BUYER and SELLER hereby grant to their respective attorneys the actual authority to bind them by facsimile for the limited purpose of allowing them to grant extensions hereunder, and BUYER and SELLER shall be able to rely upon the signatures of said attorneys as binding unless they have actual knowledge that either party has disclaimed the authority granted herein to bind them.

27. Efforts to Cure Title or Condition of the Property:

SELLER shall use diligent, good faith efforts to deliver the Property and the title thereto as provided herein by the Closing Date.

28. Suits or Judgments:

SELLER represents and warrants to BUYER that SELLER has no notice or knowledge of any suits or judgments in relation to the Property. The provisions of this paragraph shall survive the delivery of the deed for the Property or the early termination hereof.

29. Brokers:

SELLER and BUYER each warrant and represent to the other that neither has dealt with any real estate broker, salesperson, finder, or other person entitled to a commission or fee in connection with the negotiation or execution of this Agreement or the consummation of the transaction contemplated hereby. This paragraph shall survive delivery of the deed for the Property or the early termination hereof.

30. Disclosure of Beneficial Interest Form:

BUYER acknowledges that SELLER has provided the disclosure of beneficial interest form that is attached hereto as Exhibit F as required under G.L. c. 7, sec. 40J. This form was filed with the Division of Capital Asset Management of Massachusetts on April 10, 2013.

31. Municipal Purposes:

BUYER is acquiring the Property for municipal purposes. BUYER may elect to acquire the Property through one or more deeds for portions of the Property running to one or more municipal entities, boards or commissions upon notification to SELLER at least seven (7) days before the deed or deeds are to be delivered as herein provided.

32. Municipal Approvals and Processes:

Notwithstanding anything set forth herein to the contrary, BUYER's obligations hereunder are expressly subject to and contingent upon the approval of the Lexington Board of Selectmen and all other municipal approvals that are required for the purchase of the Property, including without limitation the Town of Lexington completing the notification process for unique real property acquisitions that is described in

Massachusetts General Laws Chapter 30B, Section 16(e)(2) to the Town of Lexington's reasonable satisfaction.

33. Restrictions:

- A. After the Closing Date, BUYER agrees to impose a perpetual Historic Preservation Restriction on all or a portion of the Property in accordance with M.G.L. c. 184 and the requirements of M.G.L. c. 44B, as applicable.
- B. With the exception of BUYER being permitted to construct a secondary access way to the west of the Commander's House, BUYER agrees to record a mutually acceptable deed restriction that will prohibit the development of permanent structures on the area shown in green on the plan attached hereto as Exhibit G for a period ending on the earlier of (i) twenty-five (25) years from the date of Closing or (ii) SELLER ceasing to use SELLER's adjacent property as its headquarters.

34. Buyer Termination:

In the event of any termination of this Agreement because of any default by SELLER, then the Deposit made under this Agreement shall be forthwith refunded in accordance with the Escrow Agreement and BUYER shall be entitled to pursue all remedies available to it in law and in equity, including without limitation specific performance.

35. Liability of Trustee, Shareholder, Beneficiary, etc.:

SELLER and BUYER are executing this Agreement in a representative or fiduciary capacity, and only the principal or the estate represented shall be bound; neither the SELLER nor BUYER so executing, nor any shareholder, board member or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

36. Severability:

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect, and in the place of such invalid or unenforceable provision there shall be substituted a like, but valid and enforceable provision, which comports to the findings of the aforesaid court and most nearly accomplishes the original intention of the parties.

37. Prior Documents:

Any prior writing, including that certain Letter of Intent to Purchase Real Estate dated March 14, 2013, is hereby superseded and shall have no further force and effect.

38. Interpretation.

The parties acknowledge that any ambiguities are to be resolved against the drafting party

in the interpretation of this Agreement or any exhibits or amendments hereto.

39. Signatures:

Each party to this Agreement agrees that delivery of an executed signature page of this Agreement to the other party (or its attorney) by facsimile or other electronic transmission shall be binding on each of the parties as if the original of such facsimile or other electronic transmission had been delivered to the other party.

40. Construction of Agreement:


This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both SELLER and BUYER. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.

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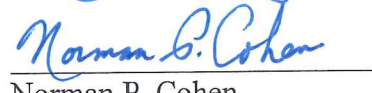
In witness whereof, the parties hereto affix their hands and seals as of the date first set forth above.

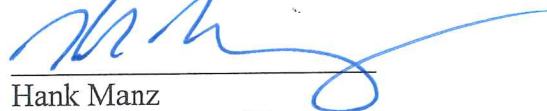
BUYER:

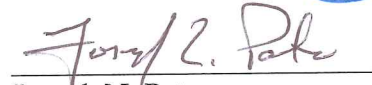
LEXINGTON
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SELLER:

TRUSTEES OF THE SUPREME
COUNCIL OF THE ANCIENT
ACCEPTED SCOTTISH RIGHT OF
FREE MASONRY

By: _____
Name: _____
Its: President

EXHIBIT B

ESCROW AGREEMENT

WHEREAS, the Trustees of the Supreme Council of the Ancient Accepted Scottish Rite of Free Masonry ("Seller"), as seller, and the Town of Lexington, having an address of 1625 Massachusetts Avenue, Lexington, Massachusetts 02420 ("Buyer"), as buyer, entered into that certain Purchase and Sale Agreement dated as of April __, 2013 (the "Agreement") for the real property known and numbered as 33 Marrett Road, Lexington, Massachusetts (the "Property");

WHEREAS, the Agreement calls for the deposit of One Thousand Dollars (\$1,000) of the purchase price (the "Escrow Sum") to be placed in escrow;

NOW THEREFORE, in exchange for the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to escrow the Escrow Sum as follows:

1. Buyer, Seller and the Escrow Agent agree to comply with the terms of the Agreement and this Escrow Agreement related to the Escrow Sum for the purposes hereof.
2. The Escrow Sum shall be retained by the Escrow Agent, and it shall be held in accordance with the terms set forth below:
 - a) In the event of a dispute relating to the Escrow Sum, the Escrow Agent shall retain all or any portion of the Escrow Sum pending the receipt of written instructions agreed to and signed by Seller and Buyer or receipt of a court order directing the distribution of the Escrow Sum after all appeals therefrom have been taken or appeals periods relating thereto have expired. In the alternative, the Escrow Agent may resign at any time by transferring the Escrow Sum to a successor escrow agent reasonably acceptable to Seller and Buyer, which successor agrees in writing to act as escrow agent.
 - b) Buyer and Seller jointly and severally agree to indemnify and hold the Escrow Agent harmless for any and all costs and expenses, including reasonable attorney's fees, incurred in connection with any dispute concerning the Escrow Sum.
 - c) The duties and responsibilities of the Escrow Agent shall be limited to those expressly set forth herein and in the Agreement, and the Escrow Agent shall not be subject to, nor obligated to recognize, any other agreement between, or direction or instructions of, any or all of the parties hereto.
 - d) The Escrow Agent, in its sole discretion, may institute legal proceedings of any kind, including, but not limited to, a legal proceeding in any court of competent jurisdiction, to determine the obligations of the parties hereunder and to deposit the Escrow Sum in such court; and upon such deposit and institution of legal proceedings, the duties of the Escrow Agent shall be fully terminated and the Escrow Agent shall be fully discharged from all such duties. The Escrow Agent shall not be required to institute or defend any administrative, arbitral, judicial or other action or legal process involving any matter

referred to herein which in any manner affects it or its duties or liabilities hereunder unless and until it has received full indemnity as it shall in its sole discretion require against any and all claims, liabilities, judgments, attorneys' fees and other costs and expenses of any and every kind in relation thereto.

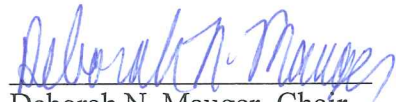
- e) In taking any action hereunder, the Escrow Agent shall be protected and may rely upon any notice, paper or document or signature believed by it to be genuine or upon any evidence deemed by it to be sufficient. In no event shall the Escrow Agent be liable for any act performed or omitted to be performed by it hereunder in the absence of gross negligence or willful misconduct, and in no event shall it be liable or responsible for any failure of any banking institution in which the Escrow Sum is deposited to pay such Escrow Sum at the Escrow Agent's direction.
 - f) The Escrow Agent shall not be under a duty to give the property held hereunder a greater degree of care than the Escrow Agent gives its own similar property.
 - g) The rights and immunities of the Escrow Agent hereunder shall apply equally to its partners, of counsel, associates, employees, affiliates and agents.
 - h) Seller and Buyer agree that Anderson & Kreiger LLP's status as Escrow Agent shall not affect its ability to act as Buyer's counsel in the event a dispute arises regarding the Escrow Sum, or any other dispute under this Escrow Agreement or with respect to the sale of the Property, and Seller and Buyer hereby waive any current or future conflict of interest which may result from the same.
 - i) This Agreement sets forth exclusively the duties of Escrow Agent with respect to any and all matters pertinent hereto and no implied duties or obligations shall be read into this Escrow Agreement against Escrow Agent.
3. The Escrow Sum will be deposited in Escrow Agent's non-interest-bearing IOLTA account.
4. Any capitalized terms that are not specifically defined herein shall have the meanings attributed to them in the Agreement.

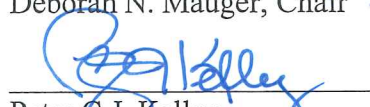
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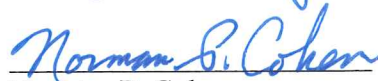
This document is executed under seal as of this ___ day of April 2013.

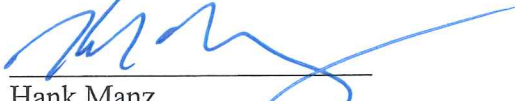
BUYER:

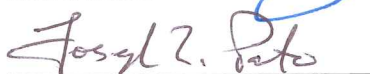
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Hank Manz


Joseph N. Pato

SELLER:

TRUSTEES OF THE SUPREME
COUNCIL OF THE ANCIENT
ACCEPTED SCOTTISH RIGHT
OF FREE MASONRY

By: _____

Name: _____

Its: President

ANDERSON & KREIGER LLP, as Escrow Agent

By: _____